

EXHIBIT 1

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FILED
SAN MATEO COUNTY

OCT 25 2016

Clark of the Superior Court
By _____ DEPUTY CLERK

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN MATEO

14 SIX4THREE, LLC, a Delaware limited
liability company,

Case No. CIV533328

15 Plaintiff,

STIPULATED [PROPOSED]
PROTECTIVE ORDER

17 v.

18 FACEBOOK, INC., a Delaware
corporation and DOES 1-50, inclusive,

19 Defendant.

21 In order to protect confidential information obtained by the parties in connection with this
22 case, the parties, by and through their respective undersigned counsel and subject to the approval
23 of the Court, hereby agree as follows:

24 **Part One: Use Of Confidential Materials In Discovery**

25 1. Any party or non-party may designate as Confidential Information (by stamping
the relevant page or as otherwise set forth herein) any document or response to discovery which
26 that party or non-party considers in good faith to contain information involving trade secrets, or

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1 confidential business, financial, or personal information, including personal financial information
2 about any individual or entity; information regarding any individual's or entity's banking
3 relationship with any banking institution, including information regarding financial transactions
4 or financial accounts, and any information regarding any individual or entity that is not otherwise
5 available to the public, subject to protection under Rules 2.550, 2.551, 2.580, 2.585, 8.160, and
6 8.490 of the California Rules of Court or under other provisions of California law. Any party or
7 non-party may designate as Highly Confidential Information (by stamping the relevant page or as
8 otherwise set forth herein) any document or response to discovery which that party or non-party
9 considers in good faith to contain information involving highly sensitive trade secrets or
10 confidential business, financial, or personal information, the disclosure of which would result in
11 the disclosure of trade secrets or other highly sensitive research, development, production,
12 personnel, commercial, market, financial, or business information, or highly sensitive personal
13 information, subject to protection under Rules 2.550, 2.551, 2.580, 2.585, 8.160, and 8.490 of the
14 California Rules of Court or under other provisions of California law. Where a document or
15 response consists of more than one page, the first page and each page on which confidential
16 information appears shall be so designated.

17 2. A party or non-party may designate information disclosed during a deposition or in
18 response to written discovery as Confidential Information or Highly Confidential Information by
19 so indicating in said responses or on the record at the deposition and requesting the preparation of
20 a separate transcript of such material. In addition, a party or non-party may designate in writing,
21 within thirty (30) days after receipt of said responses or of the deposition transcript for which the
22 designation is proposed, that specific pages of the transcript and/or specific responses be treated
23 as Confidential Information or Highly Confidential Information. Any other party may object to
24 such proposal, in writing or on the record. Upon such objection, the parties shall follow the
25 procedures described in Paragraph 9 below. Until the thirty (30) day period for designation has
26 lapsed, the entirety of each deposition transcript shall be treated as Confidential Information.
27 After the thirty (30) day period for designation has lapsed, any documents or information
28 designated pursuant to the procedure set forth in this paragraph shall be treated according to the

1 designation until the matter is resolved according to the procedures described in Paragraph 9
2 below, and counsel for all parties shall be responsible for marking all previously unmarked copies
3 of the designated material in their possession or control with the specified designation. A party
4 that makes original documents or materials available for inspection need not designate them as
5 Confidential Information or Highly Confidential Information until after the inspecting party has
6 indicated which materials it would like copied and produced. During the inspection and before the
7 designation and copying, all of the material made available for inspection shall be considered
8 Highly Confidential Information.

9 3. All Confidential Information or Highly Confidential Information produced or
10 exchanged in the course of this case (not including information that is publicly available) shall be
11 used by the party or parties to whom the information is produced solely for the purpose of this
12 case. Confidential Information or Highly Confidential Information shall not be used for any
13 commercial competitive, personal, or other purpose. Confidential Information or Highly
14 Confidential Information must be stored and maintained by a receiving party at a location and in a
15 secure manner that ensures that access is limited to the persons authorized under this Stipulated
16 Protective Order. The protections conferred by this Stipulated Protective Order cover not only
17 the Confidential Information or Highly Confidential Information produced or exchanged in this
18 case, but also (1) any information copied or extracted from or reflecting the Confidential
19 Information or Highly Confidential Information; (2) all copies, excerpts, summaries, or
20 compilations of Confidential Information or Highly Confidential Information; and (3) any
21 testimony, conversations, or presentations by parties or their counsel that might reveal
22 Confidential Information or Highly Confidential Information. However, the protections
23 conferred by this Stipulated Protective Order do not cover the following information: (a) any
24 information that is in the public domain at the time of disclosure to a receiving party or becomes
25 part of the public domain after its disclosure to a receiving party as a result of publication not
26 involving a violation of this Stipulated Protective Order, including becoming part of the public
27 record through trial or otherwise; and (b) any information known to the receiving party prior to

1 the disclosure or obtained by the receiving party after the disclosure from a source who obtained
2 the information lawfully and under no obligation of confidentiality to the designating party.

3 4. Except with the prior written consent of the other parties, or upon prior order of
4 this Court obtained upon notice to opposing counsel, Confidential Information shall not be
5 disclosed to any person other than:

- 6 (a) counsel for the respective parties to this litigation, including in-house
7 counsel and co-counsel retained for this litigation;
- 8 (b) employees of such counsel;
- 9 (c) individual parties or officers or employees of a party, to the extent deemed
10 necessary by counsel for the prosecution or defense of this litigation;
- 11 (d) consultants or expert witnesses retained for the prosecution or defense of
12 this litigation, provided that each such person shall execute a copy of the
13 Certification annexed to this Order (which shall be retained by counsel to
14 the party so disclosing the Confidential Information and made available
15 for inspection by opposing counsel during the pendency or after the
16 termination of the action only upon good cause shown and upon order of
17 the Court) before being shown or given any Confidential Information, and
18 provided that if the party chooses a consultant or expert employed by the
19 opposing party or one of its competitors, the party shall notify the
20 opposing party, or designating non-party, before disclosing any
21 Confidential Information to that individual and shall give the opposing
22 party an opportunity to move for a protective order preventing or limiting
23 such disclosure;
- 24 (e) any authors or recipients of the Confidential Information or a custodian;
- 25 (f) the Court, court personnel, and court reporters; and
- 26 (g) witnesses (other than persons described in Paragraph 4(e)). A witness shall
27 sign the Certification before being shown a confidential document.

28 Confidential Information may be disclosed to a witness who will not sign

the Certification only in a deposition at which the party who designated the Confidential Information is represented or has been given notice that Confidential Information produced by the party may be used. At the request of any party, the portion of the deposition transcript involving the Confidential Information shall be designated “Confidential” pursuant to Paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

8 5. Except with the prior written consent of the other parties, or upon prior order of
9 this Court obtained after notice to opposing counsel, Highly Confidential Information shall be
10 treated in the same manner as Confidential Information pursuant to Paragraph 4 above, except
11 that it shall not be disclosed to individual parties or directors, officers or employees of a party, or
12 to witnesses (other than persons described in Paragraph 4(a) or 4(e)).

13 6. Any persons receiving Confidential Information or Highly Confidential
14 Information shall not reveal or discuss such information to or with any person who is not entitled
15 to receive such information, except as set forth herein. If a party or any of its representatives,
16 including counsel, inadvertently discloses any Confidential Information or Highly Confidential
17 Information to persons who are not authorized to use or possess such material, the party shall
18 provide immediate written notice of the disclosure to the party whose material was inadvertently
19 disclosed. If a party has actual knowledge that Confidential Information or Highly Confidential
20 Information is being used or possessed by a person not authorized to use or possess that material,
21 regardless of how the material was disclosed or obtained by such person, the party shall provide
22 immediate written notice of the unauthorized use or possession to the party whose material is
23 being used or possessed. No party shall have an affirmative obligation to inform itself regarding
24 such possible use or possession.

25 7. In connection with discovery proceedings as to which a party submits Confidential
26 Information or Highly Confidential Information, all documents and chamber copies containing
27 Confidential Information or Highly Confidential Information which are submitted to the Court
28 shall be filed with the Court in sealed envelopes or other appropriate sealed containers. On the

1 outside of the envelopes, a copy of the first page of the document shall be attached. If
2 Confidential Information or Highly Confidential Information is included in the first page attached
3 to the outside of the envelopes, it may be deleted from the outside copy. The word
4 "CONFIDENTIAL" shall be stamped on the envelope and a statement substantially in the
5 following form shall also be printed on the envelope:

6 "This envelope is sealed pursuant to Order of the Court, contains Confidential
7 Information and is not to be opened or the contents revealed, except by Order of the
8 Court or agreement by the parties."

9 8. A party may designate as Confidential Information or Highly Confidential
10 Information documents or discovery materials produced by a non-party by providing written
11 notice to all parties of the relevant document numbers or other identification within thirty (30)
12 days after receiving such documents or discovery materials. Until the thirty (30) day period for
13 designation has lapsed, any documents or discovery materials produced by a non-party shall be
14 treated as Confidential Information. Any party or non-party may voluntarily disclose to others
15 without restriction any information designated by that party or nonparty as Confidential
16 Information or Highly Confidential Information, although a document may lose its confidential
17 status if it is made public. If a party produces materials designated Confidential Information or
18 Highly Confidential Information in compliance with this Order, that production shall be deemed
19 to have been made consistent with any confidentiality or privacy requirements mandated by local,
20 state or federal laws.

21 9. If a party contends that any material is not entitled to confidential treatment, such
22 party may at any time give written notice to the party or non-party who designated the material.
23 The party or non-party who designated the material shall have twenty (20) days from the receipt
24 of such written notice to apply to the Court for an order designating the material as confidential.
25 The party or non-party seeking the order has the burden of establishing that the document is
26 entitled to protection.

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10. Notwithstanding any challenge to the designation of material as Confidential Information or Highly Confidential Information, all documents shall be treated as such and shall be subject to the provisions hereof unless and until one of the following occurs:

- (a) the party or non-party who claims that the material is Confidential Information or Highly Confidential Information withdraws such designation in writing; or
- (b) the party or non-party who claims that the material is Confidential Information or Highly Confidential Information fails to apply to the Court for an order designating the material confidential within the time period specified above after receipt of a written challenge to such designation; or
- (c) the Court rules the material is not Confidential Information or Highly Confidential Information.

13 11. All provisions of this Order restricting the communication or use of Confidential
14 Information or Highly Confidential Information shall continue to be binding after the conclusion
15 of this action, unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the
16 possession of Confidential Information or Highly Confidential Information shall within sixty (60)
17 days either (a) return such documents to counsel for the party or non-party who provided such
18 information, or (b) destroy such documents. Whether the Confidential Information or Highly
19 Confidential Information is returned or destroyed, the receiving party must submit a written
20 certification to the producing party (and, if not the same person or entity, to the designating party)
21 by the 60 day deadline that (1) all the Confidential Information or Highly Confidential
22 Information that was returned or destroyed, and (2) affirms that the receiving party has not
23 retained any copies, abstracts, compilations, summaries or any other format reproducing or
24 capturing any of the Confidential Information or Highly Confidential Information.
25 Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings,
26 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
27 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
28 work product, even if such materials contain Confidential Information or Highly Confidential

1 Information. Any such archival copies that contain or constitute Confidential Information or
2 Highly Confidential Information remain subject to this Stipulated Protective Order. The
3 conclusion of the litigation shall be deemed to be the later of (1) dismissal of all claims and
4 defenses in this action, with or without prejudice; and (2) final judgment herein after the
5 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
6 including the time limits for filing any motions or applications for extension of time pursuant to
7 applicable law. After the conclusion of this action, this Court will retain jurisdiction to enforce
8 the terms of this Order.

9 12. Nothing herein shall be deemed to waive any applicable privilege or work product
10 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
11 protected by privilege or work product protection. Any witness or other person, firm or entity
12 from which discovery is sought may be informed of and may obtain the protection of this Order
13 by written advice to the parties' respective counsel or by oral advice at the time of any deposition
14 or similar proceeding.

15 13. In the event that any Confidential Information or Highly Confidential Information
16 is inadvertently produced without such designation, the party or non-party that inadvertently
17 produced the information without designation shall give written notice of such inadvertent
18 production promptly after the party or non-party discovers the inadvertent failure to designate
19 (but no later than fourteen (14) calendar days after the party or non-party discovers the
20 inadvertent failure to designate), together with a further copy of the subject information
21 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (the "Inadvertent Production
22 Notice"). Upon receipt of such Inadvertent Production Notice, the party that received the
23 information that was inadvertently produced without designation shall promptly destroy the
24 inadvertently produced information and all copies thereof, or, at the expense of the producing
25 party or non-party, return such together with all copies of such information to counsel for the
26 producing party and shall retain only the newly-produced versions of that information that are
27 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." This provision is not
28 intended to apply to any inadvertent production of any information or materials protected by

1 attorney-client or work product privileges, which inadvertent production is governed by Section
2 14 below.

3 14. In the event that any party or non-party inadvertently produces information that is
4 privileged or otherwise protected from disclosure during the discovery process (“Inadvertent
5 Production Material”), the following shall apply:

6 (a) Such inadvertent production or disclosure shall in no way prejudice or
7 otherwise constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney
8 work product protection, or other applicable protection in this case or any other federal or state
9 proceeding, provided that the producing party shall notify the receiving party in writing of such
10 protection or privilege promptly after the producing party discovers such materials have been
11 inadvertently produced.

12 (b) If a claim of inadvertent production is made, pursuant to this Stipulated
13 Protective Order, with respect to discovery material then in the custody of another party, that
14 party shall: (i) refrain from any further examination or disclosure of the claimed Inadvertent
15 Production Material; (ii) promptly make a good-faith effort to return the claimed Inadvertent
16 Production Material and all copies thereof (including summaries and excerpts) to counsel for the
17 producing party, or destroy all such claimed Inadvertent Production Material (including
18 summaries and excerpts) and certify in writing to that fact; and (iii) not disclose or use the
19 claimed Inadvertent Production Material for any purpose until further order of the Court expressly
20 authorizing such use.

21 (c) A party may move the Court for an order compelling production of the
22 Inadvertent Production Material on the ground that it is not, in fact, privileged or protected. The
23 motion shall be filed under seal and shall not assert as a ground for entering such an order the fact
24 or circumstance of the inadvertent production. The producing party retains the burden of
25 establishing the privileged or protected nature of any inadvertently disclosed or produced
26 information. While such a motion is pending, the Inadvertent Production Material at issue shall
27 be treated in accordance with Paragraph 14(b) above.

9 15. The parties agree that should the production of source code become necessary,
10 they will need to amend or supplement the terms of this Order. To the extent production of
11 source code becomes necessary in this case, the parties will work expeditiously to propose
12 amendments to this Order to cover any production of source code.

13 16. If a party is served with a subpoena or a court order issued in other litigation that
14 compels disclosure of any Confidential Information or Highly Confidential Information, the
15 receiving party must:

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by
23 the designating party whose Confidential Information or Highly Confidential Information may be
24 affected.

If the designating party timely seeks a protective order, the party served with the subpoena or court order shall not produce any Confidential Information or Highly Confidential Information before a determination by the court from which the subpoena or order issued, unless the party has obtained the designating party's permission. The designating party shall bear the burden and

1 expense of seeking protection in that court of its confidential material—and nothing in these
2 provisions should be construed as authorizing or encouraging a receiving party in this action to
3 disobey a lawful directive from another court.

4 17. The following additional terms apply to non-party discovery material:

5 (a) The terms of this Order are applicable to information produced by a non-
6 party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”
7 Such information produced by non-parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be construed as
9 prohibiting a non-party from seeking additional protections.

10 (b) In the event that a party is required, by a valid discovery request, to
11 produce a non-party’s confidential information in its possession, and the party is subject to an
12 agreement with the non-party not to produce the non-party’s confidential information, then the
13 party shall:

14 i. promptly notify in writing the requesting party and the non-party
15 that some or all of the information requested is subject to a confidentiality agreement with a non-
16 party;

17 ii. promptly provide the non-party with a copy of the Stipulated
18 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
19 description of the information requested; and

20 iii. make the information requested available for inspection by the non-
21 party.

22 (c) If the non-party fails to object or seek a protective order from this Court
23 within 28 days of receiving the notice and accompanying information, the receiving party may
24 produce the non-party’s confidential information responsive to the discovery request. If the non-
25 party timely seeks a protective order, the receiving party shall not produce any information in its
26 possession or control that is subject to the confidentiality agreement with the non-party before a
27 determination by the Court. Absent a court order to the contrary, the non-party shall bear the
28

1 burden and expense of seeking protection in this Court of its Confidential Information or Highly
2 Confidential Information.

3 18. Nothing in this Stipulated Protective Order shall be construed to preclude any
4 party from asserting in good faith that certain Confidential Information or Highly Confidential
5 Information requires additional protections. The parties shall meet and confer to agree upon the
6 terms of such additional protection. By stipulating to the entry of this Protective Order no party
7 waives any right it otherwise would have to object to disclosing or producing any information or
8 item on any ground not addressed in this Stipulated Protective Order. Similarly, no party waives
9 any right to object on any ground to use in evidence of any of the material covered by this
10 Stipulated Protective Order. Nothing in this Stipulated Protective Order abridges the right of any
11 person to seek its modification by the Court in the future.

Part Two: Use of Confidential Materials in Court

The following provisions govern the treatment of Confidential Information or Highly Confidential Information used at trial or submitted as a basis for adjudication of matters other than discovery motions or proceedings. These provisions are subject to Rules 2.550, 2.551, 2.580, 2.585, 8.160, and 8.490 of the California Rules of Court and must be construed in light of those Rules.

18 19. A party that files with the Court, or seeks to use at trial, materials designated as
19 Confidential Information or Highly Confidential Information, and who seeks to have the record
20 containing such information sealed, shall submit to the Court a motion or an application to seal,
21 pursuant to California Rule of Court 2.551.

22 20. A party that files with the Court, or seeks to use at trial, materials designated as
23 Confidential Information or Highly Confidential Information by anyone other than itself, and who
24 does not seek to have the record containing such information sealed, shall comply with either of
25 the following requirements:

26 (a) At least ten (10) business days prior to the filing or use of the Confidential
27 Information or Highly Confidential Information, the submitting party shall
28 give notice to all other parties, and to any non-party that designated the

1 materials as Confidential Information or Highly Confidential Information
2 pursuant to this Order, of the submitting party's intention to file or use the
3 Confidential Information or Highly Confidential Information, including
4 specific identification of the Confidential Information or Highly
5 Confidential Information. Any affected party or non-party may then file a
6 motion to seal, pursuant to California Rule of Court 2.551(b); or

7 (b) At the time of filing or desiring to use the Confidential Information or
8 Highly Confidential Information, the submitting party shall submit the
9 materials pursuant to the lodging-under-seal provision of California Rule of
10 Court 2.551(d). Any affected party or non-party may then file a motion to
11 seal, pursuant to the California Rule of Court 2.551(b), within ten (10)
12 business days after such lodging. Documents lodged pursuant to California
13 Rule of Court 2.551(d) shall bear a legend stating that such materials shall
14 be unsealed upon expiration of ten (10) business days, absent the filing of a
15 motion to seal pursuant to Rule 2.551(b) or Court order.

16 21. In connection with a request to have materials sealed pursuant to Paragraph 12 or
17 Paragraph 13, the requesting party's declaration pursuant to California Rule of Court 2.551(b)(1)
18 shall contain sufficient particularity with respect to the particular Confidential Information or
19 Highly Confidential Information and the basis for sealing to enable the Court to make the findings
20 required by California Rule of Court 2.550(d).

21 **IT IS SO STIPULATED.**

23 DATED: _____, 2016

24 **PERKINS COIE LLP**

25 By: _____

26 Julie E. Schwartz

27 *Attorneys for Defendant
Facebook, Inc.*

1 DATED: _____, 2016

BIRNBAUM & GODKIN, LLP

2 By:

3 David Godkin

4 Attorneys for Plaintiff
5 SIX4THREE, LLC

6

7 **IT IS SO ORDERED.**

8 DATED: 10/24, 2016

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JUDGE OF THE SUPERIOR COURT

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CERTIFICATION

I hereby certify my understanding that Confidential Information or Highly Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order Regarding Confidential Information filed on _____, 2016, in *Six4Three, LLC v. Facebook, Inc.*, San Mateo County Superior Court Case No. CIV533328 (“Order”). I have been given a copy of that Order and read it.

I agree to be bound by the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I will not reveal the Confidential Information or Highly Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information or Highly Confidential Information, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information or Highly Confidential Information, including copies, notes, or other transcriptions made therefrom, to the counsel who provided me with the Confidential Information or Highly Confidential Information. I hereby consent to the jurisdiction of the San Mateo County Superior Court for the purpose of enforcing the Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ located at the address of
_____ as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulated Protective
Order.

I declare under penalty of perjury that the foregoing is true and correct and that this certificate is executed this ____ day of _____, 2016, at _____.

By:

Address:

Phone:

CERTIFICATION

I hereby certify my understanding that Confidential Information or Highly Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order Regarding Confidential Information filed on October 25, 2016, in *Six4Three, LLC v. Facebook, Inc.*, San Mateo County Superior Court Case No. CIV533328 (“Order”). I have been given a copy of that Order and read it.

I agree to be bound by the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I will not reveal the Confidential Information or ~~Highly Confidential Information~~ to anyone, except as allowed by the Order. I will maintain all such Confidential Information or ~~Highly Confidential Information~~, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information or ~~Highly Confidential Information~~, including copies, notes, or other transcriptions made therefrom, to the counsel who provided me with the Confidential Information or ~~Highly Confidential Information~~. I hereby consent to the jurisdiction of the San Mateo County Superior Court for the purpose of enforcing the Order, even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint Basil P. Fthenakis located at the address of
19 2225 E. Bayshore Road, Suite 200, Palo Alto as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 I declare under penalty of perjury that the foregoing is true and correct and that this
23 certificate is executed this 1st day of December , 2016, at 9:00AM

By:

Address: 51 Melcher Street, 7th Floor
Boston, MA 02210

Phone: (617) 532 - 0992